

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION

IN RE:

JOHN A. METZGER, JR.,

Debtor.

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
FINANCIAL, a foreign corporation,

Plaintiff,

v.

JOHN A. METZGER, JR.,

Defendant.

Case No. 12-30292-dof
Chapter 7
Hon. Daniel Opperman

Adversary Proceeding
Case No. 12-03052-dof

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial, pursuant to Fed.R.Bankr.P. 7056 and Fed.R.Civ.P. 56, moves this honorable Court for entry of a summary judgment against Defendant John Metzger and, in support thereof, says as follows:

1. On or about September 19, 2007, Defendant, as borrower and maker, executed a Retail Installment Contract made payable to Huntington National Bank in the principal amount of \$13,189.64; a photocopy of the Retail Installment Contract is marked as Exhibit 1 and attached hereto. The loan was made by Huntington National Bank to Defendant. Pursuant to a November 13, 2007 loan assignment between Huntington National Bank and AmeriCredit Financial Services, AmeriCredit purchased the motor vehicle loan from Huntington National Bank and, as part of the transaction, the loan, and hereinafter described lien, were sold and assigned by Huntington National Bank to Plaintiff AmeriCredit Financial Services.

2. Under the terms and provisions of the Retail Installment Contract, interest accrues on the principal balance at the rate of 14.04% per annum and monthly payments are due in the amount of \$273.66 commencing on November 3, 2007, and continuing thereafter for a period of 72 months.

3. Also, under the terms and provisions of the Retail Installment Contract, Defendant granted to Plaintiff a first lien and security interest on a 2006 Dodge Stratus, vehicle identification number 1B3EL46X06N139504. Pursuant to the terms of the contract, a first lien was placed on the motor vehicle by Plaintiff; a photocopy of the RD-108/Application for Title evidencing the lien marked as Exhibit 2 and attached hereto.

4. In November, 2007, Defendant defaulted under the terms of the Retail Installment Contract and, thereafter, Plaintiff instituted a lawsuit in the 67-3rd Judicial District Court to recover the balance due on the loan and to recover possession of the 2006 Dodge Stratus.

5. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.

6. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.

7. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.

8. At the time that Defendant applied for the motor vehicle loan, he made materially false

statements regarding the purchaser of the vehicle and did not disclose that he was a straw purchaser who was purchasing the vehicle for Heidi Ann Wilson. Defendant had actual knowledge that he was a straw purchaser, but did not disclose this material fact to the lender. Defendant's failure to disclose the straw purchase caused the lender to have the false impression that this was not a straw purchase and that Defendant was purchasing the vehicle for his own personal use and for himself. When Defendant failed to disclose that this was a straw purchase, Defendant knew that the failure would create a false impression and intended that the lender rely on the resulting false impression and the lender did rely on this false impression in making the loan to Defendant.

9. Additionally, in applying for and obtaining the loan, Defendant made a material representation that the purchase was made by Defendant for himself. This representation was made in connection with obtaining the financing for the purchase of the vehicle. This representation was false when made and the financing would not have been made, if Defendant had not made this representation. Plaintiff has sustained a loss as a result of the financing that was provided to Defendant to purchase the vehicle and Plaintiff's loss has benefitted Defendant.

10. Further, in conjunction with obtaining financing for the purchase of the vehicle, Defendant made a representation that he was the purchaser of the vehicle and this was a representation of material fact. This representation was false when made and Defendant knew it was false when made and/or Defendant made it recklessly without knowing whether it was true. Defendant made the representation with the intent that the lender rely upon it and the lender did rely upon it in extending credit to Defendant.

11. Also, after purchasing the vehicle, and obtaining possession of it, and after granting a lien on the vehicle to Plaintiff, Defendant converted and/or damaged the collateral by transferring it to Heidi Ann Wilson.

12. Defendant has admitted that he was a straw purchaser for Wilson and that he defrauded Plaintiff. These admissions are made in Defendant's Answer to Plaintiff's adversary proceeding Complaint.

13. The aforesaid acts of Defendant constitute false pretenses and/or fraud as enumerated under 11 USC Section 523(a)(2)(A) and (a)(6).

14. The aforesaid acts of Defendant constitute conversion and willful and malicious injury by Defendant to Plaintiff or Plaintiff's property as enumerated under 11 USC Section 523(a)(6).

15. Pursuant to the provisions of 11 USC Section 523(a)(2)(A) and/or (a)(6), the acts of Defendant render the obligation to Plaintiff non-dischargeable.

16. Because Plaintiff already obtained a state court judgment against Defendant for the loan balance, and because Defendant has admitted the allegations of Plaintiff's Complaint and he was a straw purchaser and he defrauded Plaintiff, and these admissions are contained in Defendant's Answer and Affirmative Defenses, there is no genuine issue as to any material fact and Plaintiff is entitled to a judgment as a matter of law pursuant to Fed.R.Bankr.P. 7056.

WHEREFORE, Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial prays that this honorable Court grant its Motion and enter a summary judgment against Defendant and in favor of Plaintiff determining that the debt due Plaintiff is excepted from discharge, and awarding Plaintiff its attorney's fees and court costs incurred in this adversary proceeding, and for such other and further relief as may be appropriate under the circumstances.

Dated: _____

4/11/12



S. Thomas Padgett (P31748)

DeBrincat, Padgett, Kobliska & Zick

Attorney for Plaintiff

34705 W. Twelve Mile Road, Suite 311

Farmington Hills, Michigan 48331

(248) 553-4333

Michiganlawyer@aol.com

EXHIBIT 1



LOAN ASSIGNMENT

THIS ASSIGNMENT IS ATTACHED TO AND EXPRESSLY MADE A PART OF THE AUTO LOAN PURCHASE AND SALE AGREEMENT BETWEEN AMERICREDIT FINANCIAL SERVICES, INC. AND AMERICREDIT CONSUMER LOAN COMPANY, INC. (COLLECTIVELY "AMERICREDIT") AND THE HUNTINGTON NATIONAL BANK, AND RELATES TO ALL LOANS AND CONTRACTS PURCHASED UNDER THAT AGREEMENT (THE "PURCHASED LOANS") AS REFLECTED ON THE SCHEDULE OF RECEIVABLES ATTACHED HERETO.

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY SELLS, TRANSFERS AND ASSIGNS TO AMERICREDIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE, ALL OF THE UNDERSIGNED'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED LOANS. THIS ASSIGNMENT SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ALL RIGHT, TITLE AND INTEREST OF THE UNDERSIGNED TO ANY INSURANCE POLICIES OR INSURANCE PROCEEDS PURCHASED OR ENDORSED OR OBTAINED UNDER THE TERMS OF THE PURCHASED LOAN. THIS ASSIGNMENT FURTHER INCLUDES ALL RIGHTS, TITLE AND INTEREST IN OR TO ANY PROPERTY OR SECURITY INTEREST OF THE UNDERSIGNED IN OR TO ANY PROPERTY OR SECURITY INTEREST DESCRIBED OR PROVIDED FOR IN THE PURCHASED LOAN.

THE UNDERSIGNED ASSIGNOR HEREBY GIVES ASSIGNEE FULL POWER, EITHER IN ITS OWN NAME OR IN THE UNDERSIGNED'S NAME, TO TAKE ALL LEGAL OR OTHER ACTIONS WHICH THE UNDERSIGNED COULD HAVE TAKEN UNDER THE PURCHASED LOAN.

THIS ASSIGNMENT IS MADE PURSUANT TO THE PURCHASE AND SALE AGREEMENT ENTERED INTO BETWEEN THE UNDERSIGNED AND AMERICREDIT, THE TERMS AND CONDITIONS OF WHICH ARE HEREBY RATIFIED, AFFIRMED AND INCORPORATED HEREIN BY THIS REFERENCE. IN ADDITION ALL RIGHTS AND REMEDIES OF AMERICREDIT HEREUNDER ARE CUMULATIVE OF ANY RIGHTS WHICH AMERICREDIT MAY OTHERWISE HAVE AGAINST THE UNDERSIGNED. THIS ASSIGNMENT SHALL BE BINDING ON THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS.

ASSIGNOR: The Huntington National Bank

Signature of Authorized OFFICER: _____

Print Name of Authorized OFFICER: _____

Date: _____

[Signature]
ANDY OHLER, VICE PRESIDENT

ASSIGNEE: AmeriCredit Financial Services, Inc.

AmeriCredit Consumer Loan Company, Inc.

Signature of Authorized OFFICER: _____

Print Name of Authorized OFFICER: _____

Date: _____

[Signature]
Donald E. Marshall, SUP

APR 2007	APR 2007	APR 2007	APR 2007	APR 2007	APR 2007	APR 2007	APR 2007
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984	08/29/07	436400186	20072721512480	10/5/2007	12:00:00.000 AM		1105304484
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EXHIBIT 2

Dec 12 07 03:27p

Genesee Valley Dodge

8107204388

P.2

Dealer
GENESEE VALLEY DODGE
Address
G 4140 MILLER ROAD
City
FLINT, MI 48507

Dealer License No. A2207

Odometer 027239 A

A = Actual mileage
R = Not actual mileage
C = Exceeds mechanical limits of odometer



Transaction Type
TRANS TITLE/ORIG PLATE
188V2490324

Error/Flash Condition:

Error/Flash Approval Reason:

Validation:
09192007 CB V262 603 0650 796.64
603V2620650 027239 A
S.I. RECORDED

Plate No.	Expires on	Months	Code	County
BQH3851	05/15/2008	09	01	23
Year	Make	Body Style	Fee Cal. or Wt.	Licence Fee
2006	DODGE	4 DOOR	000019	74.00
Vehicle No.	1B3EL46X06N139504			
Driver License No/PIDs of All Owners/Lessees				Title
1) [REDACTED]				15.00
				Title Late Fee
				0.00

Complete Name(s) and Address(es) of All Owners or Lessors
JOHN ALBERT METZGER JR
10418 KATZAFOGLE ST
MOUNT MORRIS, MI 48458

Tax	707.64
Transfer Fee	0.00
Total	796.64

Complete Name(s) and Address(es) of Lessees
NONE

Full Rights to
Survivor
N

First Secured Interest
HUNTINGTON NATIONAL BANK
2361 MORSE ROAD
COLUMBUS, OH 43229

Filing Date
09/19/2007

Second Secured Interest
NONE

Filing Date

Purchase Price of Vehicle

11695.00

Dealer Comment:
TAB NUMBER: 9013652
FULL NAME-N OK

Authority Granted by Act 300 of 1949, as amended.

RD-1081 (10-2000)

Bank

Exhibit 2

EXHIBIT 3

STATE OF MICHIGAN
67-3 JUDICIAL DISTRICT
JUDICIAL CIRCUIT

JUDGMENT
Claim and Delivery

CASE NO.
GZC-08-2

Court address 11820 N. Saginaw St., Mt. Morris, MI 48458

Court Telephone no. 810-686-7140

Plaintiff(s)

AmeriCredit Financial Services

Defendant(s)

John A. Metzger

V

S. Thomas Padgett (P31748)
DeBrincat and Padgett
34705 W. 12 Mile Rd., Suite 311
Farmington Hills, MI 48331

☒ JUDGMENT

The Court finds the party entitled to possession is:

Plaintiff AmeriCredit Financial Services

Judgment is entered against: Defendant John A.

Metzger

☐ After trial

☐ Consent

☒ Non appearance default *

☐ DISMISSAL

☐ Without prejudice

☐ With prejudice

67th DISTRICT COURT
A TRUE COPY
Carolyn E. Jones, Clerk

Plaintiff/Attorney, bar no.

Defendant/Attorney, bar no.

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

ORDER OF JUDGMENT

Determined:

Amount of unpaid debt	<u>\$13,955.58</u>
Value of property	<u>\$7,570.00</u>
Damages	<u>\$13,955.58</u>

Total damages	<u>\$13,955.58</u>
Interest	<u>\$325.61</u>
Costs	<u>\$215.00</u>
Other	<u>\$0.00</u>
	<u>\$0.00</u>

Total judgment \$14,496.19

This judgment will earn interest at current statutory rates.

☒ The following described property shall be delivered immediately to Plaintiff AmeriCredit Financial Services

Describe property

Name

2006 Dodge Stratus, VIN 1B3EL46X06N139504, if Defendant fails to deliver the vehicle to Plaintiff, the County Sheriff, Baliff or Court Officer is directed to search for and seize the wanted vehicle and deliver it to Plaintiff. Said Officers may open and enter a garage or other structure (even if attached) if it is necessary to secure possession of the vehicle.

☒ FURTHER ORDERS:

This Judgment resolves the last pending claim in this case and closes this case. Plaintiff may file this Judgment with the Michigan Secretary of State and/or County Sheriff's Office to place the vehicle in the LIEN system and to place a stop action flash on the title and registration of the vehicle, as well as to cancel the current license plates.

EXECUTION MAY NOT ISSUE ON THIS JUDGMENT IF MORE THAN 28 DAYS HAVE PASSED FROM THE DATE AT SIGNING UNLESS THERE IS FURTHER NOTICE AND HEARING

Judgment date:

IT IS ORDERED: This judgment is granted

Plaintiff/Attorney

Judge

Bar no.

Defendant/Attorney

I certify that copies of this judgment and notice were served upon the parties and/or their attorneys by ordinary mail.

Dating of mailing

Court Clerk

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION

IN RE:

JOHN A. METZGER, JR.,

Debtor.

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
FINANCIAL, a foreign corporation,

Plaintiff,

v.

JOHN A. METZGER, JR.,

Defendant.

Case No. 12-30292-dof
Chapter 7
Hon. Daniel Opperman

Adversary Proceeding
Case No. 12-03052-dof

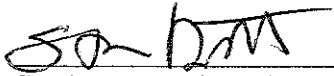
SUMMARY JUDGMENT

THIS MATTER having come before the Court on Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial's Motion for Summary Judgment, the Court having reviewed the Motion and the file, and being otherwise fully advised in the premises; IT IS ORDERED AND ADJUDGED:

1. The debt due Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial, from Defendant John A. Metzger, Jr., in the amount of \$8,089.03 on the September 19, 2007 Retail Installment Contract is hereby excepted from discharge.
2. In addition, Plaintiff is hereby awarded attorney's fees in the amount of \$500.00 and court costs in the amount of \$293.00 for attorney's fees and court costs incurred in this adversary proceeding.

U.S. Bankruptcy Judge

Judgment prepared by:

A handwritten signature in black ink, appearing to read 'S. Thomas Padgett', is written over a horizontal line.

S. Thomas Padgett (P31748)

Attorney for Plaintiff

Michiganlawyer@aol.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION

IN RE:

JOHN A. METZGER, JR.,

Debtor.

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
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Plaintiff,

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Case No. 12-30292-dof
Chapter 7
Hon. Daniel Opperman

Adversary Proceeding
Case No. 12-03052-dof

NOTICE OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial has filed papers with the court seeking entry of a summary judgment against Defendant John Metzger.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).

If you do not want the court to grant the Motion, or if you want the court to consider your views on the Motion, within 14 days from the date of this Notice, you or your attorney must file with the court a written response or an answer, explaining your position at:

United States Bankruptcy Court
226 W. Second Street
Flint, MI 48502

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.


You must also mail a copy to:

S. Thomas Padgett, Esquire
DeBrincat, Padgett, Kobliska & Zick
34705 W. Twelve Mile Rd., Suite 311
Farmington Hills, MI 48331

If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Date: 4/11/12


S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
Attorney for Plaintiff
34705 W. Twelve Mile Rd., Suite 311
Farmington Hills, MI 48331
(248) 553-4333
Michiganlawyer@aol.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION

IN RE:

JOHN A. METZGER, JR.,

Debtor.

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
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Case No. 12-03052-dof

BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

I. DECLARATION OF PLAINTIFF

In support of the Motion for Summary Judgment, Plaintiff has filed the Declaration of Plaintiff; a photocopy of the Declaration is marked as Exhibit 1 and attached hereto. The Declaration establishes the allegations contained in the Complaint and also establishes that Defendant John Metzger applied for the loan in his individual name and represented that the loan would be made to him and that he would make the payments on the loan. The pertinent portions of the Declaration are:

7. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.

8. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.

9. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.

10. In applying for the loan to purchase the 2006 Dodge Stratus, Defendant John Metzger represented in his Credit Application that he was purchasing the vehicle for himself. Also, in signing the Retail Installment Contract, Defendant John Metzger represented that the purchase of the vehicle was for himself and he was to own and use the vehicle and the vehicle would not be owned and used by another individual. Defendant John Metzger did not represent to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser on behalf of Heidi Ann Wilson. Had Defendant John Metzger disclosed to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser, or that the vehicle was being purchased for Heidi Ann Wilson, Plaintiff AmeriCredit, which relied on Defendant's representations that he was purchasing the vehicle for himself and relied upon Defendant's credit worthiness in making the loan, would not have made the loan to him to purchase the vehicle.

11. Defendant purchased the 2006 Dodge Stratus from Genesee Valley Dodge. Genesee Valley Dodge is not the agent of Plaintiff AmeriCredit and has never been the agent of Plaintiff AmeriCredit. When an individual wishes to purchase a vehicle on credit from a dealership such as Genesee Valley Dodge, Genesee Valley Dodge, and similar dealerships, through their credit manager, will contact numerous lenders to determine whether there is a lender that is willing to purchase the proposed Retail Installment Contract from the dealer. There is no principal agent relationship between the lender and the dealer, rather the dealer, through the credit manager's office, simply assists the customer or purchaser in obtaining credit to purchase the vehicle.

II. DEFENDANT'S ANSWER AND DEFENSES ADMIT THAT THE PURCHASE OF THE VEHICLE WAS A STRAW PURCHASE AND THAT DEFENDANT DEFRAUDED PLAINTIFF

Attached hereto and marked as Exhibit 2 is Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint. Specifically, in paragraph 10, Defendant admits:

The allegation regarding the conversation is neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs; the allegation that Defendant received possession of the vehicle is denied as the vehicle was delivered personally to Ms. Wilson at the dealership, who was present the entire time documents were signed, and Defendant never received possession of the vehicle; the allegation as to what Plaintiff did to recover the vehicle is neither admitted nor denied as Defendant

lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs.

Additionally, in the second affirmative defense, Defendant again admits that the purchase was a straw purchase and that he defrauded Plaintiff:

At all times it was made clear to the Dodge dealership that the vehicle was being purchased by Defendant, but that Ms. Wilson would be in possession of the vehicle. In fact, Ms. Wilson was present for the preparation and signing of all documents and drove off the dealership property with the vehicle. At no time was Defendant ever in possession of the vehicle, and this was a fact fully known by all involved.

As established by the Declaration of Plaintiff, Plaintiff was certainly not aware that this was a straw purchase and would not have provided financing, if it had known that the purchase was for Ms. Wilson and not for Defendant.

III. DEFENDANT'S ACTIONS CONSTITUTE FALSE PRETENSES, FALSE REPRESENTATION, OR ACTUAL FRAUD

In 2003, Judge Rhodes ruled on a claim similar to Plaintiff's adversary proceeding Complaint instantly in the case *In re McManus*, 292 BR 157 (Bkrcty.E.D.Mi.2003). The salient facts in *McManus* were that the defendant/debtor signed a motor vehicle purchase agreement for the purchase of a 2000 Mercedes, which obligated her to pay 60 payments of \$2,183.69. The debtor confirmed that she signed the contract as a straw purchaser and that she turned over possession of the vehicle to two other individuals in exchange for a payment of \$500.00 for her participation in the transaction. Judge Rhodes found that the debtor knew that she was signing a contract for a vehicle that she had no intent to own and that she did not have any intent to own the vehicle. Judge Rhodes concluded that McManus defrauded the lender and that the debt due the lender is excepted from discharge pursuant to Section 523(a)(2)(A).

Instantly, the Defendant has admitted in his Answer and Affirmative Defenses that he defrauded Plaintiff AmeriCredit.

IV. STANDARD FOR GRANTING A MOTION FOR SUMMARY JUDGMENT

The Sixth Circuit has adapted a series of principles for addressing motions for summary judgment. The principles include:

1. The movant must meet the initial burden of showing the absence of a genuine issue of material fact, as to an essential element of the non-moving party's case. This burden may be met by pointing out to the court that the non-moving party having had such an opportunity for discovery and has no evidence to support an essential element of his or her case;
2. The non-moving party cannot rely on the hope that the trier of fact will disbelieve the moving party's denial or disputed fact, but must present affirmative evidence in order to defeat a properly supported motion for summary disposition;
3. The trial court has no duty to search the entire records to establish that it is bereft of a genuine issue of a material fact; and,
4. The on-moving party must do more than simply show that there is some metaphysical doubt as to the material facts and where the record taken as a whole could not lead a rational trier of fact for the non-moving party, the motion should be granted.

See *Street v. J.C. Bradford and Co.*, 866 F.2d 1472, 1479-80 (6th Cir. 1989); and, *Nernberg v. Parce*, 35 F.3d 247, 249 (6th Cir. 1994).

Instantly, the Declaration of Plaintiff clearly establishes that the loan application was submitted by Defendant, Plaintiff relied on the loan application and made the loan to Defendant, and that Plaintiff was unaware that this was a straw purchase. Because the Defendant has admitted in his Answer and Affirmative Defenses that indeed this was a straw purchase and that he defrauded Plaintiff, there is no genuine issue as to any material fact and Plaintiff is entitled to a judgment as a matter of law.

V. PLAINTIFF IS ENTITLED TO AN AWARD OF ATTORNEY'S FEES AND COURT COSTS PURSUANT TO THE RETAIL INSTALLMENT CONTRACT

Attached to Plaintiff's Motion for Summary Judgment and to the Declaration of Plaintiff is a copy of the Retail Installment Contract signed by Defendant/Debtor John Metzger. On page 2,

under the paragraph entitled "Default costs and expenses" the Retail Contract provides:

If you default, you will have to pay the following costs and expenses we incur to the extent not prohibited by applicable law:

1. Our reasonable attorney's fees, if we hire an attorney who is not our employee.
2. Court costs.

Pursuant to this provision of the contract, which appears under the subparagraph "Default" at the top of page 2 on the right hand side, Plaintiff is entitled to an award of attorney's fees and court costs incurred in this adversary proceeding.

V. RELIEF REQUESTED

Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial requests that a summary judgment be entered against Defendant/Debtor John Metzger determining that the debt due Plaintiff is non-dischargeable, and awarding Plaintiff its attorney's fees and court costs incurred in this adversary proceeding.

Date: _____

4/11/12



S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
Attorney for Plaintiff

34705 W. Twelve Mile Road, Suite 311
Farmington Hills, Michigan 48331
(248) 553-4333
michiganlawyer@aol.com

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION

IN RE:

JOHN A. METZGER, JR.,

Debtor.

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
FINANCIAL, a foreign corporation,

Plaintiff,

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Case No. 12-30292-dof
Chapter 7
Hon. Daniel Opperman

Adversary Proceeding
Case No. 12-03052-dof

**DECLARATION OF PLAINTIFF AMERICREDIT FINANCIAL SERVICES, INC.,
D/B/A GM FINANCIAL IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

I, Amy Parker, declare, state, and say as follows:

1. I am employed by AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Legal Specialist and have been so employed since 2006. I am making this Declaration on behalf of Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial.

2. The statements made in this Declaration are true and correct. If I am called to testify regarding the statements made in this Declaration, I am competent to do so. The statements made in this Declaration are based upon my personal knowledge or a review of the books and records of AmeriCredit Financial Services, Inc., d/b/a GM Financial, which books and records were prepared, maintained and kept in the regular course of business by a person with knowledge at or about the time of the events or occurrences that are referenced in the records as having occurred or happened.

3. On or about September 19, 2007, Defendant, as borrower and maker, executed a Retail Installment Contract made payable to Huntington National Bank in the principal amount of \$13,189.64; a photocopy of the Retail Installment Contract is marked as Exhibit 1 and attached hereto. The loan was made by Huntington National Bank to Defendant. Pursuant to a loan assignment dated November 13, 2007, between Huntington National Bank and AmeriCredit Financial Services, on November 13, 2007, AmeriCredit purchased the motor vehicle loan from Huntington National Bank and, as part of the transaction, the loan, and hereinafter described lien, were sold and assigned by Huntington National Bank to Plaintiff AmeriCredit Financial Services.

4. Under the terms and provisions of the Retail Installment Contract, interest accrues on the principal balance at the rate of 14.04% per annum and monthly payments are due in the amount of \$273.66 commencing on November 3, 2007, and continuing thereafter for a period of 72 months.

5. Also, under the terms and provisions of the Retail Installment Contract, Defendant granted to Plaintiff a first lien and security interest on a 2006 Dodge Stratus, vehicle identification number 1B3EL46X06N139504. Pursuant to the terms of the contract, a first lien was placed on the motor vehicle by Plaintiff; a photocopy of the RD-108/Application for Title evidencing the lien marked as Exhibit 2 and attached hereto.

6. In November, 2007, Defendant defaulted under the terms of the Retail Installment Contract and, thereafter, Plaintiff instituted a lawsuit in the 67-3rd Judicial District Court to recover the balance due on the loan and to recover possession of the 2006 Dodge Stratus.

7. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.

8. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.

9. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.

10. In applying for the loan to purchase the 2006 Dodge Stratus, Defendant John Metzger represented in his Credit Application that he was purchasing the vehicle for himself. Also, in signing the Retail Installment Contract, Defendant John Metzger represented that the purchase of the vehicle was for himself and he was to own and use the vehicle and the vehicle would not be owned and used by another individual. Defendant John Metzger did not represent to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser on behalf of Heidi Ann Wilson. Had Defendant John Metzger disclosed to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser, or that the vehicle was being purchased for Heidi Ann Wilson, Plaintiff AmeriCredit, which relied on Defendant's representations that he was purchasing the vehicle for himself and relied upon Defendant's credit worthiness in making the loan, would not have made the loan to him to purchase the vehicle.

11. Defendant purchased the 2006 Dodge Stratus from Genesee Valley Dodge. Genesee Valley Dodge is not the agent of Plaintiff AmeriCredit and has never been the agent of Plaintiff AmeriCredit. When an individual wishes to purchase a vehicle on credit from a dealership such as Genesee Valley Dodge, Genesee Valley Dodge, and similar dealerships, through their credit

manager, will contact numerous lenders to determine whether there is a lender that is willing to purchase the proposed Retail Installment Contract from the dealer. There is no principal agent relationship between the lender and the dealer, rather the dealer, through the credit manager's office, simply assists the customer or purchaser in obtaining credit to purchase the vehicle.

12. Further, the Retail Installment Contract that was signed by Defendant John Metzger to purchase the 2006 Dodge Stratus was made payable to Huntington National Bank; a copy of that contract is marked as Exhibit 1 and attached hereto. That contract that Defendant John Metzger signed on September 19, 2007, which is made payable to Huntington National Bank, was sold and assigned to Plaintiff AmeriCredit on 11/13/2007. The particular documentation evidencing the assignment of the John Metzger Retail Installment Contract is marked as Exhibit 4 and attached hereto.

I declare under penalty of perjury that the above statements are true to the best of my information, knowledge and belief.

FURTHER DECLARANT SAYETH NAUGHT.

Dated: 3/00/12

Amy Parker

This is a loan directly from THE HUNTINGTON NATIONAL BANK to you. The terms "we," "us," and "our" mean the bank. The terms "you" or "your" mean each of you. This loan is arranged by the Dealer, which term includes any of Dealer's employees or agents. Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible for the loan.

The terms "you" or "your" mean each of you. This loan is arranged by the Dealer, which term includes any of Dealer's employees or agents. Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible for the loan.

Federal disclosures: The following disclosures are required to be given by federal law:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
14.84 %	\$ 5313.66	\$ 13189.64	\$ 19703.52
Your payment schedule will be (final payment amount is estimated):			
Number of Payments	Amount of Payments	When Payments Are Due	
72	273.56	Monthly beginning on 1/16/2007	

Security: You are giving a security interest in a motor vehicle.

☐ You are also giving a security interest in the following personal property (list each item):

Property Insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us.

Financing fees: \$

Life charge: If a payment is more than 10 days late, you will be charged \$25.00.

Prepayment: If you pay off early, you will not have to pay a penalty, and will not be entitled to a refund of any prepaid finance charge.

See the other parts of this agreement and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties, and security interests.

Date of this loan

The date of this loan is 03/19/2007.

Principal amount of this loan

The principal amount of this loan is \$ 13189.64

Interest rate

The interest rate applicable to this loan is 14.84% per year.

Itemization of amount financed

We and/or the Dealer may be retaining a portion of the charges from other products and services sold in connection with this loan. You authorize us to pay the proceeds of this loan in the following manner:

1. To Dealer on your behalf \$ 13189.64

(a) Cash price \$ 12598.64

(b) Price of merchandise purchased \$ 12482.64

(c) Dealer discount \$ 75.00

(d) License, title and registration fees \$ 113.00

(e) Less downpayment \$ N/A

(f) Cash (including interest) \$ N/A

(g) Trade-in allowance (gross) \$ N/A

Year Make

(h) Amount owed on trade-in \$ N/A

(i) Trade-in allowance (net) \$ N/A

(j) Unpaid balance of cash price (if any) \$ 12598.64

(k) Additional amount to pay off trade-in \$ N/A

(l) Payment of prior loan (if a refinancing) \$ N/A

(m) Loan fee \$ N/A

(n) Credit insurance \$ N/A

(o) Extended service contract or warranty \$ N/A

(p) N/A \$ N/A

(q) N/A \$ N/A

(r) N/A \$ N/A

(s) STONERIDGE \$ 599.88

2. To insurance co. for vendor's single interest insurance \$ N/A

3. To us for credit insurance GAP \$ N/A

4. To us for loan fee \$ N/A

5. Less prepaid finance charge \$ N/A

6. Amount financed (sum of 1, 2, 3 and 4, minus 5) \$ 13189.64

By signing this agreement, you promise to pay us all of the following:

The principal amount of this loan as provided in this agreement.

Daily simple interest on the unpaid balances of the principal amount from time to time outstanding at the interest rate as provided in this agreement.

Other charges due as provided in this agreement.

You must pay us at the address we tell you or at any of our banking offices.

Interest begins to accrue on the date of this agreement. Daily simple interest means that interest is charged each day after applying any payments you have made.

Payment schedule

You agree to pay this loan according to the payment schedule shown in the federal disclosures above. However, as that schedule is based on the best estimate of the dealer's estimate, you must pay us the full amount of the principal amount and any accrued interest and other charges.

The payment schedule in the federal disclosures is based on the assumption that you receive each payment on its due date. If you pay late, incur other charges or if other amounts are added to your loan as permitted by this agreement (such as late fees, finance or other charges with respect to the collateral), the final payment amount could be significantly more than the estimate shown in the payment schedule above.

All payments are due on the same date of the month as the first payment, or on the last day of any month that does not have a corresponding date. You agree that we may apply all payments late as well as interest, and then to the principal amount and other charges and amounts owed as we determine.

If we receive any payment after our cut-off time as a gateway, that payment will be considered received on the following business day.

Additional products and services

Additional products and services (such as extended service protection, warranty, debt cancellation protection, debt suspension protection or other products and services offered by the Dealer) are not included in this loan. If you want any of these products or services from the Dealer, you must pay for them separately. The price of these products and services will be shown in the "Itemization of amount financed" section of this agreement. Refer to the policy, certificate, contract or other documentation provided by the Dealer or the company providing the product or service for more information about the product or service. Some or all of the cost for any additional products and services may be entered by the Dealer.

Assignment of this agreement

We have the right to assign this agreement without your consent or approval.

Anyone to whom we assign this agreement has all of our rights, subject to the terms of this agreement. If we assign this agreement to another person, we may act as agent or other representative for the assignee of the agreement. You agree that we may assign this agreement to another person. If we do not assign or otherwise represent, you agree that we may assign this agreement to another person. If we do not assign or otherwise represent, you agree that we may assign this agreement to another person. If we do not assign or otherwise represent, you agree that we may assign this agreement to another person.

Set-off

We have the right of set-off. This means that we may apply any money in any deposit account with us on which you have a right of withdrawal or co-owner to the payment of this loan if you owe us money.

Other terms

If we finance or pay for any debt (including property or other insurance, debt cancellation, debt suspension, service contract, warranty, GAP coverage, or other product or service), you agree that we may apply any refund or premium or charge for such products or services to payment of the amount you owe us, or charge for such products or services to payment of the amount you owe us, or charge for such products or services to payment of the amount you owe us, or charge for such products or services to payment of the amount you owe us.

We may delay enforcing any of our rights against any of you any number of times without losing any rights against you or others then or in the future. We may enforce this agreement against you or others then or in the future. We may enforce this agreement against you or others then or in the future. We may enforce this agreement against you or others then or in the future.

Governing law

The interest rate, fees and charges, and other terms of this agreement are governed by federal law. However, to the extent federal law does not apply or refers to or incorporates state law, the law of the state of Ohio shall be applicable.

This agreement is confirmed on the reverse side. All of the provisions on both sides of this document are part of this agreement.

Acknowledgments: Each person or entity signing below is responsible for paying the loan in full. You acknowledge that you have read this entire agreement on both sides of this page (including the Arbitration Provision on the reverse side) and agree to be bound by its terms. You also acknowledge that Dealer has given you a copy of our Customer Information Privacy Notice.

Individual Borrower Signatures

Signature of John W. Miller

Typed Name: JOHN W. MILLER

Signature: _____

Typed Name: _____

Credit Insurance

Credit life insurance and credit disability insurance are NOT REQUIRED to obtain this loan and will not be provided unless each of you is insured.

Qualities and signs below, indicating your agreement to pay the additional cost for the type of coverage selected. Your choice whether or not to buy credit insurance has NO effect on our decision to make your loan, and we do NOT consider your insurance choice in any way when we make our loan decision. Any insurance benefit may not pay this loan in full.

If you want to buy credit insurance, you are buying it from or through the Dealer, and not from or through us. Any questions about this insurance should be directed to the Dealer, and not us. If you want to buy it, you must sign below on the line under the type of insurance selected. The sign below the line under the type of insurance selected. The sign below the line under the type of insurance selected.

Both parties signing is required. The policies or certificates issued by the insurance company will more fully describe the coverage, terms and conditions of the credit insurance.

Credit life insurance: Term: N/A months Cost: \$ N/A

(1) (Signature) (2) (Signature)

Credit disability insurance: Term: N/A months Cost: \$ N/A

(1) (Signature) (2) (Signature)

Collateral for this agreement

As collateral for this loan, you give us a security interest in the following property and its accessories, and in any attachments existing as of the date of this loan or which you acquire within 10 days after that date:

YEAR 2006 MAKE DODGE

MODEL STRATUS

VIN 1B3EL46X0G0139204

ODOMETER 27235

VEN 1B3EL46X0G0139204

You represent that you will use the collateral primarily for consumer purposes (personal, family or household use) ☐ business ☐ farming purposes.

You agree to keep the collateral at:

18418 KATZASOLE ST

NT MORRIS

No. 1 Street

GENESE

MI 48458

County

As additional collateral, you also give us a security interest in:

Any other property described in the "Security" section of the federal disclosures, which you agree to keep at the location disclosed above, unless otherwise stated in this agreement.

Any proceeds of the vehicle or other property described above and its accessories and attachments.

Any proceeds of any service contracts, warranties, insurance, GAP coverage, debt cancellation coverage, debt suspension coverage or other products or services required or purchased in connection with this agreement, and any refunds of any charges or premiums for any such products or services.

We agree that any security interest which secures any other present or future loan from us does not secure this loan. Additional provisions about the collateral are found on the other side of this document under "Additional Security Interest Provisions".

Signature to Grant Security Interest Only

The person signing in this box is NOT responsible to repay this loan. This person is an owner of the collateral and is signing solely to give a security interest in the collateral. This person is subject to all of the provisions of this agreement except the obligation to pay (other than from the proceeds of collateral) principal, interest or other charges due.

Signature:

Typed Name of Signer:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

You agree that this notice applies only if the consumer purpose check under "Collateral for this agreement" is checked and only if you use the proceeds of this loan to purchase the collateral described above under "Collateral for this agreement".

NOTICE ABOUT THIS LOAN

This loan is a direct loan from us (the bank) to you. For your convenience, we have asked Dealer to complete and obtain your signature on this agreement. No employee or representative of Dealer is authorized to (i) agree to any representative of Dealer with the terms of this loan, (ii) enter into any side agreement that affects this loan, or (iii) alter or change any of the preprinted provisions of this agreement. No oral promises or agreements between you and Dealer about this loan are enforceable.

We may use part of the interest rate you pay to compensate Dealer for arranging this loan. As a result, your interest rate in excess of the minimum we require may be negotiated with Dealer, but is firm once you sign this agreement.

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

NOTICE OF ARBITRATION PROVISION

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH APPLIES TO THE REVERSE SIDE. BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ THE ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT SELECT THE ARBITRATION PROVISION IN THE MANNER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM THAT WE HAVE AGAINST EACH OTHER OR CERTAIN OTHER THIRD PARTIES.

Exhibit 1

Dec 12 07 03:27p

Genesee Valley Dodge

8107204388

P.2

Dealer
GENESEE VALLEY DODGEAddress
G 4140 MITLER ROADCity
FLINT, MI 48507Dealer License No.
A2207Odometer
027239 A

A = Actual mileage

B = Not actual mileage

C = Exceeds mechanical limits of odometer



Transaction Type

TRANS TITLE/ORIG PLATE
188V2490324MI
NO

Error/Flash Condition:

Error/Flash Approval Reason:

Validation:
09192007 CB V262 603 0650 796.64
603V2620650 027239 A
*S.I. RECORDED*Plate No.
BQH3851Expires on
05/15/2008Months
09Year
2006Make
DODGEBody Style
4 DOORCode
01County
25Vehicle No.
1B3EL46X06N139504Fec Cal. or Wt.
000019License Fee
74.00Driver License No./IDs of All Owners/Lessees
1) [REDACTED]Title
15.00Title Late Fee
0.00

Complete Name(s) and Address(es) of All Owners or Lessors

JOHN ALBERT METZGER JR
10418 KATEAFOGLE ST
MOUNT MORRIS, MI 48459Tax
707.64Transfer Fee
0.00Total
796.64Complete Name(s) and Address(es) of Lessee(s)
NONEFull Rights to
Survivor
NFirst Secured Interest
HUNTINGTON NATIONAL BANK
2361 MORSE ROAD
COLUMBUS, OH 43229Filing Date
09/19/2007Second Secured Interest
NONE

Filing Date

Purchase Price of Vehicle

11695.00

Dealer Comment:
TAB NUMBER: 9013652
FULL, NAME-N OK

Authority Granted by Act 300 of 1949, as amended.

RD-1081 (10-2000)

Bank

Exhibit 2

STATE OF MICHIGAN
67-3 JUDICIAL DISTRICT
JUDICIAL CIRCUIT

JUDGMENT
Claim and Delivery

CASE NO.
GZC-08-2

Court address 11820 N. Saginaw St., Mt. Morris, MI 48458

Court Telephone no. 810-686-7140

Plaintiff(s)
AmeriCredit Financial Services

V

Defendant(s)
John A. Metzger

S. Thomas Padgett (P31748)
DeBrincat and Padgett
34705 W. 12 Mile Rd., Suite 311
Farmington Hills, MI 48331

☒ JUDGMENT

The Court finds the party entitled to possession is:

Plaintiff AmeriCredit Financial Services

Judgment is entered against: Defendant John A.

Metzger

☐ After trial

☐ Consent

☒ Non appearance default *

☐ DISMISSAL

☐ Without prejudice

☐ With prejudice

Plaintiff/Attorney, bar no.

Defendant/Attorney, bar no.

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Determined:

Amount of unpaid debt	<u>\$13,955.58</u>
Value of property	<u>\$7,570.00</u>
Damages	<u>\$13,955.58</u>

Total damages	<u>\$13,955.58</u>
Interest	<u>\$325.61</u>
Costs	<u>\$215.00</u>
Other	<u>\$0.00</u>
	<u>\$0.00</u>

Total judgment \$14,496.19

This judgment will earn interest at current statutory rates.

☒ The following described property shall be delivered immediately to Plaintiff AmeriCredit Financial Services

Describe property

2006 Dodge Stratus, VIN 1B3EL46X06N139504, if Defendant fails to deliver the vehicle to Plaintiff, the County Sheriff, Baliff or Court Officer is directed to search for and seize the wanted vehicle and deliver it to Plaintiff. Said Officers may open and enter a garage or other structure (even if attached) if it is necessary to secure possession of the vehicle.

☒ FURTHER ORDERS:

This Judgment resolves the last pending claim in this case and closes this case.

Plaintiff may file this Judgment with the Michigan Secretary of State and/or County Sheriff's Office to place the vehicle in the LIEN system and to place a stop action flash on the title and registration of the vehicle, as well as to cancel the current license plates.

EXECUTION MAY NOT ISSUE ON THIS JUDGMENT IF MORE THAN 28 DAYS HAVE PASSED FROM THE DATE AT SIGNING UNLESS THERE IS FURTHER NOTICE AND HEARING

Judgment date:

IT IS ORDERED: This judgment is granted

Plaintiff/Attorney

Judge

Bar no.

Defendant/Attorney

I certify that copies of this judgment and notice were served upon the parties and/or their attorneys by ordinary mail.

Dating of mailing

Court Clerk

MCL 600.2920, MCR 3.105, USC 521



LOAN ASSIGNMENT

THIS ASSIGNMENT IS ATTACHED TO AND EXPRESSLY MADE A PART OF THE AUTO LOAN PURCHASE AND SALE AGREEMENT BETWEEN AMERICREDIT FINANCIAL SERVICES, INC. AND AMERICREDIT CONSUMER LOAN COMPANY, INC. (COLLECTIVELY "AMERICREDIT") AND THE HUNTINGTON NATIONAL BANK, AND RELATES TO ALL LOANS AND CONTRACTS PURCHASED UNDER THAT AGREEMENT (THE "PURCHASED LOANS") AS REFLECTED ON THE SCHEDULE OF RECEIVABLES ATTACHED HERETO.

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY SELLS, TRANSFERS AND ASSIGNS TO AMERICREDIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE, ALL OF THE UNDERSIGNED'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED LOANS. THIS ASSIGNMENT SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ALL RIGHT, TITLE AND INTEREST OF THE UNDERSIGNED TO ANY INSURANCE POLICIES OR INSURANCE PROCEEDS PURCHASED OR ENDORSED OR OBTAINED UNDER THE TERMS OF THE PURCHASED LOAN. THIS ASSIGNMENT FURTHER INCLUDES ALL RIGHTS, TITLE AND INTEREST IN OR TO ANY PROPERTY OR SECURITY INTEREST OF THE UNDERSIGNED IN OR TO ANY PROPERTY OR SECURITY INTEREST DESCRIBED OR PROVIDED FOR IN THE PURCHASED LOAN.

THE UNDERSIGNED ASSIGNOR HEREBY GIVES ASSIGNEE FULL POWER, EITHER IN ITS OWN NAME OR IN THE UNDERSIGNED'S NAME, TO TAKE ALL LEGAL OR OTHER ACTIONS WHICH THE UNDERSIGNED COULD HAVE TAKEN UNDER THE PURCHASED LOAN.

THIS ASSIGNMENT IS MADE PURSUANT TO THE PURCHASE AND SALE AGREEMENT ENTERED INTO BETWEEN THE UNDERSIGNED AND AMERICREDIT, THE TERMS AND CONDITIONS OF WHICH ARE HEREBY RATIFIED, AFFIRMED AND INCORPORATED HEREIN BY THIS REFERENCE. IN ADDITION ALL RIGHTS AND REMEDIES OF AMERICREDIT HEREUNDER ARE CUMULATIVE OF ANY RIGHTS WHICH AMERICREDIT MAY OTHERWISE HAVE AGAINST THE UNDERSIGNED. THIS ASSIGNMENT SHALL BE BINDING ON THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS.

ASSIGNOR: The Huntington National Bank

Signature of Authorized OFFICER: _____

Print Name of Authorized OFFICER: _____

Date: _____

ASSIGNEE: AmeriCredit Financial Services, Inc.

AmeriCredit Consumer Loan Company, Inc.

Signature of Authorized OFFICER: _____

Print Name of Authorized OFFICER: _____

Date: _____

Case Number	Case Name	Case Type	Case Status	Case Date	Case Time	Case Party	Case County	Case City
983	09/29/07	436400097	20072721220540	10/5/2007	12:00:00.000 AM	GAP Third Party	1105000820	48174 KY
984	09/29/07	436400113	20072721254550	10/5/2007	12:00:00.000 AM		1012208433	49021 NY
984	09/29/07	436400121	20072721312810	10/5/2007	12:00:00.000 AM	GAP Third Party	1157905063	31948 GA
983	09/29/07	436400139	20072721404330	10/5/2007	12:00:00.000 AM		1042900497	30124 OH
984	09/29/07	436400147	20072721443100	10/5/2007	12:00:00.000 AM		1012205395	18530 NY
983	09/29/07	436400154	20072721504390	10/5/2007	12:00:00.000 AM	GAP Third Party	1094104748	75590 IN
983	09/29/07	436400162	20072721508470	10/5/2007	12:00:00.000 AM	GAP Third Party	1105300484	83036 TN
984	09/29/07	436400198	20072721512480	10/5/2007	12:00:00.000 AM		1012208325	84781 NY
983	09/29/07	436400199	20072721538380	10/5/2007	12:00:00.000 AM		1010101545	36114 OH
984	09/29/07	436400204	20072721820010	10/5/2007	12:00:00.000 AM		1012205385	18530 NY
983	09/29/07	436400212	20072721824580	10/5/2007	12:00:00.000 AM	GAP Premier	1084000630	14156 IN
983	09/29/07	436400220	20072721827300	10/5/2007	12:00:00.000 AM	HNB Gap	1084000831	1402 IN
984	09/29/07	436400238	20072721830020	10/5/2007	12:00:00.000 AM	GAP Third Party	1018405400	90035 NY
983	09/29/07	436400248	20072721728280	10/5/2007	12:00:00.000 AM		1042300706	81539 WV
983	09/29/07	436400253	20072721742080	10/5/2007	12:00:00.000 AM	GAP Third Party	1105300484	83036 TN
983	09/30/07	436400261	20072721813290	10/5/2007	12:00:00.000 AM		1012106034	28211 NJ
983	09/29/07	436400270	20072721917510	10/5/2007	12:00:00.000 AM	GAP Third Party	1012106034	28211 NJ
983	09/29/07	436400297	20072722006050	10/5/2007	12:00:00.000 AM	GAP Premier	1010101646	36114 OH
983	09/29/07	436400286	20072722133280	10/5/2007	12:00:00.000 AM		1105102934	48073 IN
983	10/01/07	436400303	20072723132510	10/5/2007	12:00:00.000 AM		1105205364	38802 TN
983	09/30/07	436400329	20072723162350	10/5/2007	12:00:00.000 AM	HNB Gap	1021001322	57108 OH
983	10/01/07	436400337	200727240914150	10/5/2007	12:00:00.000 AM		1012105351	38469 NJ
984	10/01/07	436400345	200727241020020	10/5/2007	12:00:00.000 AM	GAP Third Party	1167003182	15428 FL
983	10/01/07	436400360	200727241144380	10/5/2007	12:00:00.000 AM		1084003483	14295 IN
984	10/01/07	436400378	200727241153590	10/5/2007	12:00:00.000 AM		1157105581	13315 FL
983	10/01/07	436400388	200727241158390	10/5/2007	12:00:00.000 AM	HNB Gap	1042100589	30136 KY
983	09/28/07	436400394	200727241212580	10/5/2007	12:00:00.000 AM	GAP Premier	1105405587	12883 KY
983	10/01/07	436400410	200727241217470	10/5/2007	12:00:00.000 AM	GAP Third Party	1042306258	37259 WV
983	10/01/07	436400428	200727241245480	10/5/2007	12:00:00.000 AM	GAP Third Party	1021001839	27239 OH
983	10/01/07	436400436	200727241328500	10/5/2007	12:00:00.000 AM		1021002186	87802 OH
983	10/01/07	436400444	200727241346280	10/5/2007	12:00:00.000 AM	HNB Gap	1010100087	36007 OH
983	10/01/07	436400451	200727241354210	10/5/2007	12:00:00.000 AM	HNB Gap	1084001541	14456 IN
984	10/01/07	436400468	200727241418340	10/5/2007	12:00:00.000 AM		1012205312	12898 NY
983	10/01/07	436400477	200727241722040	10/5/2007	12:00:00.000 AM	GAP Third Party	1010100071	36018 OH
983	10/01/07	436400485	200727241732528	10/5/2007	12:00:00.000 AM		1105405850	15441 KY
983	10/01/07	436400493	200727241752128	10/5/2007	12:00:00.000 AM		1105404138	22369 KY
984	10/01/07	436400519	200727241754180	10/5/2007	12:00:00.000 AM	GAP Third Party	1010205195	25607 AZ
983	10/01/07	436400527	200727241819400	10/5/2007	12:00:00.000 AM	HNB Gap	1105401807	83413 KY
984	10/01/07	436400535	200727241821380	10/5/2007	12:00:00.000 AM		1010400389	32778 NV
984	10/01/07	436400543	200727241841570	10/5/2007	12:00:00.000 AM	GAP Third Party	1157406872	15633 NC
984	10/01/07	436400550	200727241844190	10/5/2007	12:00:00.000 AM		1012206312	12888 NY
984	10/01/07	436400568	200727241852140	10/5/2007	12:00:00.000 AM		1012206312	12694 NY
983	10/01/07	436400578	200727241901420	10/5/2007	12:00:00.000 AM	GAP Third Party	1012000607	17284 PA
983	10/01/07	436400584	200727242028440	10/5/2007	12:00:00.000 AM	HNB Gap	1031204620	39670 OH
984	10/02/07	436400592	200727251030340	10/5/2007	12:00:00.000 AM		1012206325	84761 NY
983	10/02/07	436400600	200727251139068	10/5/2007	12:00:00.000 AM		1105204212	90758 TN
983	10/02/07	436400618	200727251227040	10/5/2007	12:00:00.000 AM	GAP Third Party	1084000818	14178 IN
983	10/02/07	436400626	200727251250480	10/5/2007	12:00:00.000 AM		1105404577	29961 KY
983	10/02/07	436400634	200727251318350	10/5/2007	12:00:00.000 AM		1010100008	33750 OH
983	10/02/07	436400642	200727251420130	10/5/2007	12:00:00.000 AM	GAP Third Party	1105005374	15752 KY
983	10/02/07	436400650	200727251541250	10/5/2007	12:00:00.000 AM		1105000871	48068 KY
983	10/02/07	436400667	200727251604030	10/5/2007	12:00:00.000 AM	GAP Third Party	1105100654	48237 IN
984	10/02/07	436400675	200727251604840	10/5/2007	12:00:00.000 AM		1012206311	38147 NY
983	10/02/07	436400683	200727251718600	10/5/2007	12:00:00.000 AM	HNB Gap	1042306883	15436 WV
983	10/03/07	436400691	200727261033010	10/5/2007	12:00:00.000 AM		1084004360	30667 IN
983	09/27/07	436400709	200727261236570	10/5/2007	12:00:00.000 AM	GAP Third Party	1021008122	34778 OH
984	10/03/07	436400717	200727261346520	10/5/2007	12:00:00.000 AM		1012206365	18530 NY
983	10/03/07	436400725	200727261618190	10/5/2007	12:00:00.000 AM	HNB Gap	1105204212	90758 TN
983	10/03/07	436400733	200727261423480	10/5/2007	12:00:00.000 AM		1012006007	62000 PA
983	10/03/07	436400741	200727261706430	10/5/2007	12:00:00.000 AM	HNB Gap	1105204212	90758 TN
983	10/04/07	436400758	200727271003170	10/5/2007	12:00:00.000 AM	HNB Gap	1105403647	83370 KY
983	09/05/07	436427645	20072481328590	10/5/2007	12:00:00.000 AM		1031109655	21238 PA
983	09/08/07	436427652	20072511701470	10/5/2007	12:00:00.000 AM		1021003522	57163 OH
983	09/08/07	436427660	20072521706270	10/5/2007	12:00:00.000 AM	GAP Third Party	1042708128	33426 OH
984	09/10/07	436427688	20072531457460	10/5/2007	12:00:00.000 AM	GAP Third Party	1105204228	24988 TN
984	09/11/07	436427694	20072641832250	10/5/2007	12:00:00.000 AM		1010205463	25537 AZ
984	10/03/07	436427702	200727018566220	10/5/2007	12:00:00.000 AM		1012205433	49021 KY
984	09/17/07	436427710	20072801153030	10/5/2007	12:00:00.000 AM		1012206312	12898 NY
984	09/17/07	436427728	20072801202020	10/5/2007	12:00:00.000 AM		1012206318	84774 NY
983	09/17/07	436427744	20072801432400	10/5/2007	12:00:00.000 AM		1126008286	87294 MI
983	09/18/07	436427751	200728111013171	10/5/2007	12:00:00.000 AM	GAP Third Party	1021002085	57019 OH
984	09/18/07	436427769	20072811355100	10/5/2007	12:00:00.000 AM		1012206433	49021 NY
983	09/18/07	436427777	20072811555580	10/5/2007	12:00:00.000 AM	GAP Third Party	1084001137	14114 IN
983	09/18/07	436427785	20072811608410	10/5/2007	12:00:00.000 AM	GAP Third Party	1126202578	22730 MI
983	09/18/07	436427793	20072811714490	10/5/2007	12:00:00.000 AM		1084001136	14118 IN
984	09/19/07	436427801	200728211211180	10/5/2007	12:00:00.000 AM	GAP Third Party	1019408448	910 NV
983	09/19/07	436427827	20072824254080	10/5/2007	12:00:00.000 AM	GAP Third Party	1042704599	29818 OH
983	09/19/07	436427835	200728248303890	10/5/2007	12:00:00.000 AM	GAP Premier	1010100214	35155 OH
983	09/20/07	436427843	20072831410000	10/5/2007	12:00:00.000 AM		1105000638	48140 KY
983	09/20/07	436427850	200728315501120	10/5/2007	12:00:00.000 AM		1126202236	73142 MI
983	09/20/07	436427868	20072831859370	10/5/2007	12:00:00.000 AM		1021003588	27278 OH
983	09/21/07	436427875	20072832020340	10/5/2007	12:00:00.000 AM		1042000484	30068 OH
984	09/20/07	436427918	20072832108330	10/5/2007	12:00:00.000 AM		1012206318	17929 NY
983	09/21/07	436427925	200728400949110	10/5/2007	12:00:00.000 AM	HNB Gap	1042200608	48253 IN
984	09/21/07	436427934	20072841134530	10/5/2007	12:00:00.000 AM		1012206453	08505 NY
983	09/21/07	436427942	20072841235320	10/5/2007	12:00:00.000 AM		1126205444	39909 MI
984	09/21/07	436427959	20072841434270	10/5/2007	12:00:00.000 AM	GAP Third Party	1157103212	33063 FL
983	09/21/07	436427967	20072841548340	10/5/2007	12:00:00.000 AM	GAP Third Party	1031105813	39600 PA
983	09/21/07	436427975	20072841728580	10/5/2007	12:00:00.000 AM	GAP Third Party	1042306149	33875 WV
984	09/22/07	436427983	200728500953280	10/5/2007	12:00:00.000 AM		1021004804	23702 OH
983	09/22/07	436427991	20072851019470	10/5/2007	12:00:00.000 AM		1012206325	84781 NY
983	09/21/07	436428007	20072851147640	10/5/2007	12:00:00.000 AM	GAP Third Party	1031108658	28652 PA
983	09/22/07	436428015	20072851490270	10/5/2007	12:00:00.000 AM	GAP Third Party	1021001431	57119 OH
983	09/22/07	436428023	20072851504180	10/5/2007	12:00:00.000 AM	HNB Gap	1021001502	87817 OH
983	09/22/07	436428031	20072851843080	10/5/2007	12:00:00.000 AM	GAP Premier	1084001136	14118 IN
984	09/23/07	436428049	20072861808348	10/5/2007	12:00:00.000 AM	GAP Third Party	1010204852	530 AZ
983	09/24/07	436428066	20072862026330	10/5/2007	12:00:00.000 AM	GAP Third Party	1010100179	63503 OH
984	09/24/07	436428084	20072861340080	10/5/2007	12:00:00.000 AM	GAP Third Party	1010205218	542 AZ
984	09/24/07	436428072	20072861555210	10/5/2007	12:00:00.000 AM	GAP Third Party	1010205330	10711 AZ
983	09/24/07	436428098	200728617120580	10/5/2007	12:00			

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION-FLINT

In Re: JOHN A. METZGER, JR.

Debtor.

Case No.: 12-30292

Chapter 7

Hon. Daniel Opperman

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
FINANCIAL, a foreign corporation,
Plaintiff,

Adv. Pro. No. 12-03052

v.

JOHN A. METZGER, JR.,
Defendant.

S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
Attorneys for Plaintiff
34705 W. Twelve Mile Rd., Ste. 311
Farmington Hills, MI 48331
(248) 553-4333
Michiganlawyer@aol.com

Stephanie Satkowiak (P56695)
Satkowiak & Associates
Attorney for Defendant
7550 S. Saginaw St., Ste. 6
Grand Blanc, MI 48439
(810) 694-4200
satkowiaks@gmail.com

**DEFENDANT JOHN A. METZGER, JR.'S ANSWER TO COMPLAINT TO
DETERMINE DISCHARGEABILITY OF DEBT**

NOW COMES Defendant, John A. Metzger, Jr. ("Defendant"), by and through his attorney, Stephanie Satkowiak, and for his Answer to Plaintiff's Complaint in this adversary proceeding hereby states as follows:

1. The allegations contained in paragraph 1 are not challenged.
2. The allegations contained in paragraph 2 are admitted as true.

3. The allegations contained in paragraph 3 are neither admitted nor denied for the reason that Defendant lacks sufficient information so as to form a belief as to their truth or falsity, and Plaintiff is left to its strictest proofs.

4. Paragraph 4 contains multiple allegations that are not reasonably limited to a single set of circumstances. However, Defendant's answer is as follows: the allegation regarding the execution on September 19, 2007, in correlation with the attached Exhibit 1 is not challenged; the allegation that the loan was made by Huntington National Bank to Defendant is not challenged; the allegation regarding the assignment of the loan is neither admitted nor denied as Defendant lacks sufficient information from which he can form a belief as to its truth or falsity and Plaintiff is left to its strictest proofs. Affirmatively, however, Defendant challenges the February 2, 2007 date as it predates any contract entered into between Defendant and Huntington Bank. It is not identified whether the assignment attached as Exhibit 1 is a "blanket assignment." If it is suggested that the assignment is personal to Defendant, it clearly predates any relationship between Defendant and Huntington Bank, and as such, is not binding.

5. The allegations contained in paragraph 5 are merely a recitation of contractual information, and as such, do not require a response.

6. The allegations contained in paragraph 6 are neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity, and Plaintiff is left to its strictest proofs.

7. The allegations contained in paragraph 7 are not challenged.

8. The allegations contained in paragraph 8 are not challenged in as much as they recite the contents of the attached Exhibit. However, it should be noted affirmatively that the Judgment is for Claim and Delivery, and contains no allegation of fraud. In addition, the wording of the Judgment includes a statement that the document "resolves the last pending claim" between the parties.

9. The allegations contained in paragraph 9 are not challenged.

10. The allegations contained in paragraph 10, again, contain multiple bits of information that do not seem to be related to a single set of circumstances. However, Defendant's answer is as follows: the allegation regarding the conversation is neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs; the allegation that Defendant received possession of the vehicle is denied as the vehicle was delivered personally to Ms. Wilson at the dealership, who was present the entire time documents were signed, and Defendant never received possession of the vehicle; the allegation as to what Plaintiff did to recover the vehicle is neither admitted nor denied as Defendant lacks sufficient information with which to form a belief as to their truth or falsity and Plaintiff is left to its strictest proofs.

11. The allegations contained in paragraph 11 are denied as untrue. Of note, Ms. Wilson was present during the entire financing transaction, and received possession of the vehicle from the dealership. At all times, there was actual knowledge that Ms. Wilson was the recipient of the vehicle.

12. The allegations contained in paragraph 12 are denied as untrue. At no time did Defendant make any statement that he was purchasing the vehicle for himself. Rather,

Ms. Wilson was present during the entire transaction and left the dealership with the vehicle. Her intent to possess the car was clear to all.

13. The allegations contained in paragraph 13 are denied as untrue.

14. The allegations contained in paragraph 14 are denied as untrue.

15. The allegations contained in paragraph 15 are denied as untrue.

16. The allegations contained in paragraph 16 are denied as untrue.

17. The allegations contained in paragraph 17 are denied as untrue.

AFFIRMATIVE MATTERS

1. Plaintiff has failed to state a claim upon which relief can be granted.

2. Plaintiff is not entitled to any relief requested because Plaintiff has come to court with unclean hand. At all times it was made clear to the Dodge dealership that the vehicle was being purchased by Defendant, but that Ms. Wilson would be in possession of the vehicle. In fact, Ms. Wilson was present for the preparation and signing of all documents and drove off the dealership property with the vehicle. At no time was Defendant ever in possession of the vehicle, and this was a fact fully known by all involved.

3. Plaintiff has failed to mitigate its damages. On multiple occasions, Defendant provided information to AmeriCredit as to where the vehicle could be found and authorized repossession. AmeriCredit did nothing.

4. Plaintiff's claims are barred by estoppel, laches and undue delay.

5. Plaintiff had authorization to repossess the vehicle, had actual knowledge of its location and any harm caused is by Plaintiff's own contributory negligence.

6. Plaintiff's claims are barred because the contract is void and/or voidable.

7. Plaintiff's claims are barred by satisfaction.

8. Plaintiff's claims are barred by res judicata.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed in its entirety with costs and fees payable to Defendant's counsel.

Dated: March 15, 2012

/s/ John A. Metzger, Jr.

Dated: March 15, 2012

/s/ Stephanie Satkowiak
Stephanie Satkowiak (P56695)
Attorney for John A. Metzger, Jr.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION-FLINT

In Re: JOHN A. METZGER, JR.

Debtor.

Case No.: 12-30292

Chapter 7

Hon. Daniel Opperman

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
FINANCIAL, a foreign corporation,
Plaintiff,

Adv. Pro. No. 12-03052

v.

JOHN A. METZGER, JR.,
Defendant.

S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
Attorneys for Plaintiff
34705 W. Twelve Mile Rd., Ste. 311
Farmington Hills, MI 48331
(248) 553-4333
Michiganlawyer@aol.com

Stephanie Satkowiak (P56695)
Satkowiak & Associates
Attorney for Defendant
7550 S. Saginaw St., Ste. 6
Grand Blanc, MI 48439
(810) 694-4200
satkowiaks@gmail.com

PROOF OF SERVICE

The undersigned, being sworn, states:

I served a copy of Defendant's Answer to Complaint and a copy of this Proof of Service on the following persons by electronic filing and by placing them in a postage prepaid envelope addressed to their respective addresses and depositing the envelope in the United States mail on March 15, 2012:

S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
Attorneys for Plaintiff
34705 W. Twelve Mile Rd., Ste. 311
Farmington Hills, MI 48331
(248) 553-4333

Dated: March 15, 2012

/s/ Stephanie Satkowiak (P56695)
Stephanie Satkowiak
Attorney for John Metzger, Jr.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION

IN RE:

JOHN A. METZGER, JR.,

Debtor.

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
FINANCIAL, a foreign corporation,

Plaintiff,

v.

JOHN A. METZGER, JR.,

Defendant.

Case No. 12-30292-dof
Chapter 7
Hon. Daniel Opperman

Adversary Proceeding
Case No. 12-03052-dof

**DECLARATION OF PLAINTIFF AMERICREDIT FINANCIAL SERVICES, INC.,
D/B/A GM FINANCIAL IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

I, Amy Parker, declare, state, and say as follows:

1. I am employed by AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Legal Specialist and have been so employed since 2006. I am making this Declaration on behalf of Plaintiff AmeriCredit Financial Services, Inc., d/b/a GM Financial.

2. The statements made in this Declaration are true and correct. If I am called to testify regarding the statements made in this Declaration, I am competent to do so. The statements made in this Declaration are based upon my personal knowledge or a review of the books and records of AmeriCredit Financial Services, Inc., d/b/a GM Financial, which books and records were prepared, maintained and kept in the regular course of business by a person with knowledge at or about the time of the events or occurrences that are referenced in the records as having occurred or happened.

3. On or about September 19, 2007, Defendant, as borrower and maker, executed a Retail Installment Contract made payable to Huntington National Bank in the principal amount of \$13,189.64; a photocopy of the Retail Installment Contract is marked as Exhibit 1 and attached hereto. The loan was made by Huntington National Bank to Defendant. Pursuant to a loan assignment dated November 13, 2007, between Huntington National Bank and AmeriCredit Financial Services, on November 13, 2007, AmeriCredit purchased the motor vehicle loan from Huntington National Bank and, as part of the transaction, the loan, and hereinafter described lien, were sold and assigned by Huntington National Bank to Plaintiff AmeriCredit Financial Services.

4. Under the terms and provisions of the Retail Installment Contract, interest accrues on the principal balance at the rate of 14.04% per annum and monthly payments are due in the amount of \$273.66 commencing on November 3, 2007, and continuing thereafter for a period of 72 months.

5. Also, under the terms and provisions of the Retail Installment Contract, Defendant granted to Plaintiff a first lien and security interest on a 2006 Dodge Stratus, vehicle identification number 1B3EL46X06N139504. Pursuant to the terms of the contract, a first lien was placed on the motor vehicle by Plaintiff; a photocopy of the RD-108/Application for Title evidencing the lien marked as Exhibit 2 and attached hereto.

6. In November, 2007, Defendant defaulted under the terms of the Retail Installment Contract and, thereafter, Plaintiff instituted a lawsuit in the 67-3rd Judicial District Court to recover the balance due on the loan and to recover possession of the 2006 Dodge Stratus.

7. On April 14, 2008, a judgment was entered against Defendant in the 67-3rd Judicial District Court for the balance due on the loan, which judgment is in the amount of \$14,496.19; a photocopy of the judgment is marked as Exhibit 3 and attached hereto.

8. Subsequent to entry of the judgment, Plaintiff garnished the wages of Defendant through his place of employment and the current outstanding balance due on the judgment debt is \$8,089.03.

9. Additionally, after institution of the lawsuit in the District Court, Defendant had a conversation with Plaintiff's counsel and confirmed that he did not purchase the vehicle to drive himself, but rather he purchased the vehicle for a 27 year old by the name of Heidi Ann Wilson, f/k/a Heidi Ann Kortas, and that after purchasing the vehicle and obtaining possession of it, he gave the vehicle to Heidi Ann Wilson. Plaintiff attempted to locate Heidi Ann Wilson and attempted to locate the 2006 Dodge Stratus, but has not been able to locate either.

10. In applying for the loan to purchase the 2006 Dodge Stratus, Defendant John Metzger represented in his Credit Application that he was purchasing the vehicle for himself. Also, in signing the Retail Installment Contract, Defendant John Metzger represented that the purchase of the vehicle was for himself and he was to own and use the vehicle and the vehicle would not be owned and used by another individual. Defendant John Metzger did not represent to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser on behalf of Heidi Ann Wilson. Had Defendant John Metzger disclosed to Plaintiff AmeriCredit that he was purchasing the vehicle as a straw purchaser, or that the vehicle was being purchased for Heidi Ann Wilson, Plaintiff AmeriCredit, which relied on Defendant's representations that he was purchasing the vehicle for himself and relied upon Defendant's credit worthiness in making the loan, would not have made the loan to him to purchase the vehicle.

11. Defendant purchased the 2006 Dodge Stratus from Genesee Valley Dodge. Genesee Valley Dodge is not the agent of Plaintiff AmeriCredit and has never been the agent of Plaintiff AmeriCredit. When an individual wishes to purchase a vehicle on credit from a dealership such as Genesee Valley Dodge, Genesee Valley Dodge, and similar dealerships, through their credit

manager, will contact numerous lenders to determine whether there is a lender that is willing to purchase the proposed Retail Installment Contract from the dealer. There is no principal agent relationship between the lender and the dealer, rather the dealer, through the credit manager's office, simply assists the customer or purchaser in obtaining credit to purchase the vehicle.

12. Further, the Retail Installment Contract that was signed by Defendant John Metzger to purchase the 2006 Dodge Stratus was made payable to Huntington National Bank; a copy of that contract is marked as Exhibit 1 and attached hereto. That contract that Defendant John Metzger signed on September 19, 2007, which is made payable to Huntington National Bank, was sold and assigned to Plaintiff AmeriCredit on 11/13/2007. The particular documentation evidencing the assignment of the John Metzger Retail Installment Contract is marked as Exhibit 4 and attached hereto.

I declare under penalty of perjury that the above statements are true to the best of my information, knowledge and belief.

FURTHER DECLARANT SAYETH NAUGHT.

Dated: 3/00/12




EXHIBIT 1

This is a loan directly from THE HUNTINGTON NATIONAL BANK to you. The terms "we," "us," and "us" mean the bank. The terms "you" or "your" mean each of you. This loan is arranged by the Dealer, which includes any of the Dealer's employees or agents. Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible both individually and jointly under this agreement (known as "joint and several" responsibility).

Federal disclosures: The following disclosures are required to be given by federal law:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
13.94 %	\$ 5513.88	\$ 13189.64	\$ 19783.52

Your payment schedule will be final payment amount is estimated:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$73.66	Monthly beginning on 11/03/2007
	N/A	

Security: You are giving a security interest in a motor vehicle.
☐ You are also giving a security interest in the following personal property (list each item):
 Property insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us.
 Filing fees: \$ N/A
 Late charges: If a payment is more than 10 days late, you will be charged \$35.00.
 Prepayment: If you pay off early, you will not have to pay a penalty, and will not be entitled to a refund of any prepaid finance charge.
 See the other parts of this agreement and any other contract documents for any additional information about nonpayment, default, any required repayment to be before the scheduled date, prepayment penalties, and security interests.

Date of this loan: 09/19/2007
 The date of this loan is 09/19/2007.
 Principal amount of this loan: \$13189.64
 The principal amount of this loan is \$13189.64.
 Interest rate: 13.94% per year.
 The interest rate applicable to this loan is 13.94% per year.
 Itemization of amount financed:
 We and/or the Dealer may be retaining a portion of the charges from other products and services sold in connection with this loan. You authorize us to pay the proceeds of this loan in the following manner:
 1. To Dealer on your behalf: \$13189.64
 (a) Cash price: \$12990.64
 (b) Price of property/services purchased: \$75.00
 (c) Dealer documentation fee: \$113.80
 (d) License, title and registration fees: N/A
 (e) Less downpayment: N/A
 (f) Cash (including rebates): N/A
 (g) Trade-in allowance (gross): N/A
 (h) Amount owed on trade-in: N/A
 (i) Trade-in allowance (net): \$12990.64
 (j) Unpaid balance of cash price (a) minus (h): N/A
 (k) Additional amount to pay off trade-in: N/A
 (l) Payoff of prior loan (if a refinancing): N/A
 (m) Loan filing fee: N/A
 (n) Credit insurance: N/A
 (o) Extended service contract or warranty: N/A
 (p) N/A: N/A
 (q) N/A: N/A
 (r) STONEBRIDGE: \$599.00
 2. To insurance co. for vendor's single interest insurance: N/A
 3. To us for Huntington GAP: N/A
 4. To us for loan fee: N/A
 5. Less prepaid finance charge: N/A
 6. Amount financed (sum of 1, 2, 3 and 4, minus 5): \$13189.64

You promise to pay
 By signing this agreement, you promise to pay us all of the following:
 - The principal amount of this loan as provided in this agreement.
 - Daily simple interest on the unpaid balance of the principal amount of this loan as provided in this agreement.
 - Other charges due as provided in this agreement.
 You must pay on at the address we list you or at any of our banking offices.
 Interest begins to accrue on the date of this agreement. Daily simple interest means that interest is charged each day after applying any payments you have made.

Payment schedule:
 You agree to pay this loan according to the payment schedule shown in the below disclosure above. However, the final payment amount shown above is only an estimate. On the final payment due date, you must pay us the outstanding balance of the original loan amount and any accrued but unpaid interest and other charges. The payment schedule in the below disclosure is based on the assumption that you make no payment on the loan until you pay the full amount of the loan. If you make any payment on the loan before the final payment due date, the final payment amount could be significantly more than the estimate shown in the payment schedule above.
 All payments are due on the same day of the month as the first payment, or on the last day of any month that does not have a corresponding date. You agree that we may apply all payments first to accrued interest, and then to the principal amount and/or other charges and amounts owed as we determine.
 We will consider received on the following business day.

Additional products and services:
 Additional products and services (such as extended service protection, other warranty, debt cancellation procedure, debt suspension protection or other warranty, debt suspension, or service contract, warranty, GAP coverage, or other product or service, you agree that we may apply any refund of premiums or charges for such products or services in payment of the amount you owe us, or charges for such products or services in payment of the amount you owe us, even if none of your payments are past due. We, and/or Dealer, may receive some value from other products and services sold in connection with this loan.
 You waive prepayment of this agreement. You waive all relief from vacation and prepayment laws, to the extent not prohibited by applicable law.
 We may delay enforcing any of our rights against any of you any number of times without losing any rights against you or other loan or in the future. We may enforce this agreement against your estate. Except when otherwise required by applicable law, notice to you or any of you will constitute notice to all of you. In addition, to the rights we have under this agreement, we also have any other rights available to us at law or in equity.

Governing law:
 The interest rate, fees and charges, and other terms of this agreement are governed by federal law. However, to the extent federal law does not apply or refers to or incorporates state law, the law of the state of Ohio shall be applicable.

Assignment of this agreement:
 We have the right to assign this agreement without your consent or approval. Anyone to whom we assign this agreement has all of our rights, unless we retain some of those rights or rights are reassigned to us. If we assign this agreement, we may act as agent or other representative for the assignee of the loan. If we act as agent or other representative, you agree that we may exercise in our own name on behalf of the assignee any rights of the assignee with respect to the loan and the collateral to the extent of the authority granted to us as agent or other representative. You should continue to make all payments due under this agreement to us unless we notify you otherwise.

Set-off:
 We have the right of set-off. This means that we may apply any money in any deposit account with us on which your name appears as owner or co-owner to the payment of the amount you owe us which is due.

Other terms:
 If we finance or pay for any credit, property or other insurance, debt cancellation, debt suspension, or service contract, warranty, GAP coverage, or other product or service, you agree that we may apply any refund of premiums or charges for such products or services in payment of the amount you owe us, or charges for such products or services in payment of the amount you owe us, even if none of your payments are past due. We, and/or Dealer, may receive some value from other products and services sold in connection with this loan.

You waive prepayment of this agreement. You waive all relief from vacation and prepayment laws, to the extent not prohibited by applicable law.
 We may delay enforcing any of our rights against any of you any number of times without losing any rights against you or other loan or in the future. We may enforce this agreement against your estate. Except when otherwise required by applicable law, notice to you or any of you will constitute notice to all of you. In addition, to the rights we have under this agreement, we also have any other rights available to us at law or in equity.

Governing law:
 The interest rate, fees and charges, and other terms of this agreement are governed by federal law. However, to the extent federal law does not apply or refers to or incorporates state law, the law of the state of Ohio shall be applicable.

This agreement is conducted on the reverse side. All of the provisions on both sides of this document are part of this agreement.
 Acknowledgment: Each person or entity signing below is responsible for paying this loan in full. You acknowledge that you have read this entire agreement on both sides of this page (including the Arbitration Provision on the reverse side) and agree to be bound by its terms. You also acknowledge that Dealer has given you a copy of our Customer Information Privacy Notice.

Individual Borrower Signature(s)	Corporation or Other Business Entity Signature
Signature: <i>[Signature]</i> Typed Name: JUNE KYLE TUSER	Typed Name of Company: Signature: _____ Typed Name of Signer: Title of Signer:

Credit insurance and credit disability insurance are NOT REQUIRED to obtain this loan and will not be provided unless each of you to be insured obtain and signs below, indicating your agreement to pay the additional cost for the type of coverage selected. You choose whether or not to buy credit insurance has NO effect on our decision to make your loan, and we do NOT consider your insurance choice in any way when we make our loan decision. Any insurance benefit may not pay this loan in full.
 If you want to buy credit insurance, you are buying it from or through the Dealer, and not from or through us. Any questions about this insurance must be directed to the Dealer, and not us. If you want to buy it, you must sign below on the line under the type of insurance selected. Two signatures for a type of insurance will indicate that joint coverage for both persons signing is selected. The policies or certificates issued by the insuring company will more fully describe the coverages, terms and conditions of the credit insurance.

Credit life insurance	Term	N/A months	Cost	N/A
(1) _____	(2) _____	(3) _____	(4) _____	(5) _____

Credit disability insurance	Term	N/A months	Cost	N/A
(1) _____	(2) _____	(3) _____	(4) _____	(5) _____

Collateral for this agreement:
 As collateral for this loan, you give us a security interest in the following property and its accessories, and in any attachments existing as of the date of this loan or which you acquire within 10 days after that date:

YEAR: 2006 MAKE: DODGE
 MODEL: STRATUS DOORCOUNT: 27235
 VIN: 1B3EL46X0GN139504
 You represent that you will use the collateral primarily for: ☒ consumer (personal, family or household use) ☐ business ☐ farming purposes.
 You agree to keep the collateral at: 18418 KATASOGLE ST MT MORRIS, MO 64558
 City: MT MORRIS State: MO Zip: 64558

As additional collateral, you also give us a security interest in:
 - Any other property described in the "Security" section of the federal disclosure, which you agree to keep at the location disclosed above, unless otherwise stated in this agreement.
 - Any proceeds of the vehicle or other property described above and its accessories and attachments.
 - Any proceeds of any service contracts, warranties, insurance, GAP coverage, debt cancellation coverage, debt suspension coverage or other products or services required or purchased in connection with this agreement, and any refunds of any charges or premiums for any such products or services.
 We agree that any security interest which secures any other present or future loan from us does not secure this loan. Additional provisions about the collateral are found on the other side of this document under "Additional Security Interest Provisions".

Signature to Grant Security Interest Only:
 The person signing in this box is NOT responsible to repay this loan. The person is an owner of the collateral and is signing solely to give a security interest in the collateral. This person is subject to all of the provisions of this agreement except the obligation to pay (other than from the proceeds of collateral) principal, interest or other charges due.
 Signature: _____
 Typed Name of Signer: _____

NOTICE:
 ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED THROUGH PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
 You agree that this notice applies only if the consumer purpose stock under "Collateral" for this agreement is checked and only if you use the proceeds of this loan to purchase the collateral described above under "Collateral for this agreement".

NOTICE ABOUT THIS LOAN:
 This loan is a direct loan from us (the bank) to you. For your convenience, we have asked Dealer to complete and obtain signatures on this agreement. No employee or representative of Dealer is authorized to (i) agree to any terms that are inconsistent with the terms of this loan, or (ii) enter into any side agreement that affects this loan, or (iii) alter or change any of the preprinted provisions of this agreement. No oral promises or agreements between you and Dealer about this loan are enforceable.

We may use part of the interest rate you pay to compensate Dealer for arranging this loan. As a result, your interest rate in excess of this minimum we require may be negotiated with Dealer, but is firm once you sign this agreement.

NOTICE TO COSIGNER:
 You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to be sure you can afford to pay if you have to, and that you want to accept this responsibility.
 You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

NOTICE OF ARBITRATION PROVISION:
 THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH APPEARS ON THE REVERSE SIDE. BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ THE ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THE ARBITRATION PROVISION IN THE MANNER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM THAT WE HAVE AGAINST EACH OTHER OR CERTAIN OTHER THIRD PARTIES.

Exhibit 1

EXHIBIT 2

Dec 12 07 03:27p

Genesee Valley Dodge

8107204388

P.2

Dealer
GENESEE VALLEY DODGE
Address
G 4140 MILLER ROAD
City
FLINT, MI 48507

Dealer License No. A2207

Odometer 027239 A

A - Actual mileage
B - Not actual mileage
C - Exceeds mechanical limits of odometer



Transaction Type
TRANS TITLE/ORIG PLATE
188V2490324

Error/Flash Condition:

Error/Flash Approval Reason:

Validation:
09192007 CB V262 603 0650 796.64
603V2620650 027239 A
S.I. RECORDED

Plate No. BQH3851	Expires on 05/15/2008	Month 09
Year 2006	Make DODGE	Body Style 4 DOOR
Vehicle No. 1B3EL46X06N139504	Fee Ctd. or Wt. 000019	License Fee 74.00
Driver License No./IDs of All Owners/Lessors 1) [REDACTED]		Title 15.00
		Title Late Fee 0.00

Complete Name(s) and Address(es) of All Owners or Lessors
JOHN ALBERT METZGER JR
10418 KATZFOGLE ST
MOUNT MORRIS, MI 48458

Tax 707.64
Transfer Fee 0.00
Total 796.64

Complete Name(s) and Address(es) of Lessors
NONE

Full Rights to
Survivor
N

First Secured Interest
HUNTINGTON NATIONAL BANK
2361 MORSE ROAD
COLUMBUS, OH 43229

Filing Date
09/19/2007

Second Secured Interest
NONE

Filing Date

Purchase Price of Vehicle

11695.00

Dealer Comment:
TAB NUMBER: 9013652
FULL NAME - N OK

Authority Granted by Act 300 of 1949, as amended.

RD-108L (10-2000)

Bank

Exhibit 2

EXHIBIT 3

STATE OF MICHIGAN
67-3 JUDICIAL DISTRICT
JUDICIAL CIRCUIT

JUDGMENT
Claim and Delivery

CASE NO.
GZC-08-2

Court address 11820 N. Saginaw St., Mt. Morris, MI 48458

Court Telephone no. 810-686-7140

Plaintiff(s)
AmeriCredit Financial Services

V

Defendant(s)
John A. Metzger

S. Thomas Padgett (P31748)
DeBrincat and Padgett
34705 W. 12 Mile Rd., Suite 311
Farmington Hills, MI 48331

☒ JUDGMENT

The Court finds the party entitled to possession is:
Plaintiff AmeriCredit Financial Services

Judgment is entered against: Defendant John A. Metzger

☐ After trial

☐ Consent

☒ Non appearance default *

☐ DISMISSAL

☐ Without prejudice

☐ With prejudice

Plaintiff/Attorney, bar no.

Defendant/Attorney, bar no.

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Determined:

Amount of unpaid debt	<u>\$13,955.58</u>
Value of property	<u>\$7,570.00</u>
Damages	<u>\$13,955.58</u>

ORDER OF JUDGMENT

Total damages	<u>\$13,955.58</u>
Interest	<u>\$325.61</u>
Costs	<u>\$215.00</u>
Other	<u>\$0.00</u>
	<u>\$0.00</u>

Total judgment \$14,496.19

This judgment will earn interest at current statutory rates.

☒ The following described property shall be delivered immediately to Plaintiff AmeriCredit Financial Services

Describe property

Name

2006 Dodge Stratus, VIN 1B3EL46X06N139504, if Defendant fails to deliver the vehicle to Plaintiff, the County Sheriff, Bailiff or Court Officer is directed to search for and seize the wanted vehicle and deliver it to Plaintiff. Said Officers may open and enter a garage or other structure (even if attached) if it is necessary to secure possession of the vehicle.

☒ FURTHER ORDERS:

This Judgment resolves the last pending claim in this case and closes this case. Plaintiff may file this Judgment with the Michigan Secretary of State and/or County Sheriff's Office to place the vehicle in the LIEN system and to place a stop action flash on the title and registration of the vehicle, as well as to cancel the current license plates.

EXECUTION MAY NOT ISSUE ON THIS JUDGMENT IF MORE THAN 28 DAYS HAVE PASSED FROM THE DATE AT SIGNING UNLESS THERE IS FURTHER NOTICE AND HEARING

Judgment date:

IT IS ORDERED: This judgment is granted

Plaintiff/Attorney

Judge

Bar no.

Defendant/Attorney

I certify that copies of this judgment and notice were served upon the parties and/or their attorneys by ordinary mail.

Dating of mailing

Court Clerk

EXHIBIT 4



LOAN ASSIGNMENT

THIS ASSIGNMENT IS ATTACHED TO AND EXPRESSLY MADE A PART OF THE AUTO LOAN PURCHASE AND SALE AGREEMENT BETWEEN AMERICREDIT FINANCIAL SERVICES, INC. AND AMERICREDIT CONSUMER LOAN COMPANY, INC. (COLLECTIVELY "AMERICREDIT") AND THE HUNTINGTON NATIONAL BANK, AND RELATES TO ALL LOANS AND CONTRACTS PURCHASED UNDER THAT AGREEMENT (THE "PURCHASED LOANS") AS REFLECTED ON THE SCHEDULE OF RECEIVABLES ATTACHED HERETO.

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY SELLS, TRANSFERS AND ASSIGNS TO AMERICREDIT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE, ALL OF THE UNDERSIGNED'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED LOANS. THIS ASSIGNMENT SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ALL RIGHT, TITLE AND INTEREST OF THE UNDERSIGNED TO ANY INSURANCE POLICIES OR INSURANCE PROCEEDS PURCHASED OR ENDORSED OR OBTAINED UNDER THE TERMS OF THE PURCHASED LOAN. THIS ASSIGNMENT FURTHER INCLUDES ALL RIGHTS, TITLE AND INTEREST IN OR TO ANY PROPERTY OR SECURITY INTEREST OF THE UNDERSIGNED IN OR TO ANY PROPERTY OR SECURITY INTEREST DESCRIBED OR PROVIDED FOR IN THE PURCHASED LOAN.

THE UNDERSIGNED ASSIGNOR HEREBY GIVES ASSIGNEE FULL POWER, EITHER IN ITS OWN NAME OR IN THE UNDERSIGNED'S NAME, TO TAKE ALL LEGAL OR OTHER ACTIONS WHICH THE UNDERSIGNED COULD HAVE TAKEN UNDER THE PURCHASED LOAN.

THIS ASSIGNMENT IS MADE PURSUANT TO THE PURCHASE AND SALE AGREEMENT ENTERED INTO BETWEEN THE UNDERSIGNED AND AMERICREDIT, THE TERMS AND CONDITIONS OF WHICH ARE HEREBY RATIFIED, AFFIRMED AND INCORPORATED HEREIN BY THIS REFERENCE. IN ADDITION ALL RIGHTS AND REMEDIES OF AMERICREDIT HEREUNDER ARE CUMULATIVE OF ANY RIGHTS WHICH AMERICREDIT MAY OTHERWISE HAVE AGAINST THE UNDERSIGNED. THIS ASSIGNMENT SHALL BE BINDING ON THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS.

ASSIGNOR: The Huntington National Bank

Signature of Authorized OFFICER: [Signature]

Print Name of Authorized OFFICER: ANDY OHLER, VICE PRESIDENT

Date: 11/6/07

**ASSIGNEE: AmeriCredit Financial Services, Inc.
AmeriCredit Consumer Loan Company, Inc.**

Signature of Authorized OFFICER: [Signature]

Print Name of Authorized OFFICER: David Eric Nall, Sr.

Date: 11/13/07

Case Number	Case Name	Case Number	Case Name	Case Number	Case Name	Case Number	Case Name	
983	08/28/07	436400097	20072721220540	10/5/2007	12:00:00.000 AM	GAP Third Party	1105000620	48174 KY
984	08/28/07	436400113	20072721254550	10/5/2007	12:00:00.000 AM		1012206433	49021 NY
984	08/28/07	436400121	20072721312810	10/5/2007	12:00:00.000 AM	GAP Third Party	1157905063	31948 GA
983	08/28/07	436400139	20072721404330	10/5/2007	12:00:00.000 AM		1042900497	30124 OH
984	08/28/07	436400147	20072721443100	10/5/2007	12:00:00.000 AM		1012206395	18530 NY
983	08/28/07	436400154	20072721304390	10/5/2007	12:00:00.000 AM	GAP Third Party	1084104748	75960 IN
983	08/28/07	436400162	20072721506470	10/5/2007	12:00:00.000 AM	GAP Third Party	1105304484	83058 TN
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983	08/28/07	436400212	20072721824580	10/5/2007	12:00:00.000 AM	GAP Premier	1084000830	14156 IN
983	08/28/07	436400220	20072721827300	10/5/2007	12:00:00.000 AM	HNB Gap	1084000831	1402 IN
984	08/28/07	436400238	20072721630620	10/5/2007	12:00:00.000 AM	GAP Third Party	1010400540	96035 NV
983	08/28/07	436400246	20072721726280	10/5/2007	12:00:00.000 AM		1042300706	61539 WV
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983	08/28/07	436400261	20072721813290	10/5/2007	12:00:00.000 AM		1012106034	28211 NJ
983	08/28/07	436400279	20072721817510	10/5/2007	12:00:00.000 AM	GAP Third Party	1012106034	28211 NJ
983	08/28/07	436400287	20072722005050	10/5/2007	12:00:00.000 AM	GAP Premier	1010101646	38114 OH
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983	10/01/07	436400360	20072741144380	10/5/2007	12:00:00.000 AM		1084004683	14295 IN
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983	10/01/07	436400527	20072741818400	10/5/2007	12:00:00.000 AM	HNB Gap	1105401607	83413 KY
984	10/01/07	436400535	20072741821380	10/5/2007	12:00:00.000 AM		1010400396	32778 NY
984	10/01/07	436400543	20072741841570	10/5/2007	12:00:00.000 AM	GAP Third Party	1157408372	15937 NC
984	10/01/07	436400550	20072741844190	10/5/2007	12:00:00.000 AM		1012206312	12868 NY
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983	10/01/07	436400576	20072741901420	10/5/2007	12:00:00.000 AM	GAP Third Party	1012000607	17284 PA
984	10/01/07	436400584	20072742028440	10/5/2007	12:00:00.000 AM	HNB Gap	1031204620	39670 OH
984	10/02/07	436400592	20072751030540	10/5/2007	12:00:00.000 AM		1012206325	84781 NY
983	10/02/07	436400600	20072751139060	10/5/2007	12:00:00.000 AM		1105204212	90758 TN
983	10/02/07	436400618	20072751227040	10/5/2007	12:00:00.000 AM	GAP Third Party	1084000818	14178 IN
983	10/02/07	436400626	20072751230480	10/5/2007	12:00:00.000 AM		1105404677	26961 KY
983	10/02/07	436400634	20072751318350	10/5/2007	12:00:00.000 AM		1010100038	33750 OH
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983	10/02/07	436400650	20072751541250	10/5/2007	12:00:00.000 AM		1105000871	48084 KY
983	10/02/07	436400657	20072751640230	10/5/2007	12:00:00.000 AM	GAP Third Party	1105100654	48237 IN
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983	08/10/07	436427668	20072531457460	10/5/2007	12:00:00.000 AM	GAP Third Party	1105204228	24988 TN
984	08/11/07	436427676	20072541832250	10/5/2007	12:00:00.000 AM	GAP Third Party	1010205463	25537 AZ
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984	08/17/07	436427710	20072801153030	10/5/2007	12:00:00.000 AM		1012206312	12868 NY
984	08/17/07	436427728	20072801202020	10/5/2007	12:00:00.000 AM		1012206618	84774 NY
983	08/17/07	436427744	20072801432400	10/5/2007	12:00:00.000 AM		1129006290	87294 MI
983	08/18/07	436427751	20072811013171	10/5/2007	12:00:00.000 AM	GAP Third Party	1021002085	57019 OH
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983	08/19/07	436427835	20072821850390	10/5/2007	12:00:00.000 AM	GAP Premier	1010100214	35155 OH
983	08/20/07	436427843	20072831416600	10/5/2007	12:00:00.000 AM		1105000638	49140 KY
983	08/20/07	436427850	20072831550120	10/5/2007	12:00:00.000 AM		1126202236	73142 MI
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983	08/21/07	436427875	20072832090340	10/5/2007	12:00:00.000 AM		1042000484	30068 OH
984	08/20/07	436427918	20072832108330	10/5/2007	12:00:00.000 AM		1012206318	17929 NY
983	08/21/07	436427926	20072840948110	10/5/2007	12:00:00.000 AM	HNB Gap	1042206068	48253 IN
984	08/21/07	436427934	20072841134530	10/5/2007	12:00:00.000 AM		1012206453	68505 NY
983	08/21/07	436427942	20072841236320	10/5/2007	12:00:00.000 AM		1126200444	39309 MI
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983	08/21/07	436427967	20072841645340	10/5/2007	12:00:00.000 AM	GAP Third Party	1031105613	39509 PA
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983	08/22/07	436427983	20072850963280	10/5/2007	12:00:00.000 AM		1021004804	23702 OH
984	08/22/07	436427991	20072851019470	10/5/2007	12:00:00.000 AM		1012206325	84781 NY
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983	08/22/07	436428015	20072851430270	10/5/2007	12:00:00.000 AM	GAP Third Party	1021001431	57119 OH
983	08/22/07	436428023	20072851504160	10/5/2007	12:00:00.000 AM	HNB Gap	1021001502	87817 OH
983	08/22/07	436428031	20072851849080	10/5/2007	12:00:00.000 AM	GAP Premier	1084001138	14116 IN
984	08/23/07	436428049	20072861808340	10/5/2007	12:00:00.000 AM	GAP Third Party	1010204852	530 AZ
983	08/24/07	436428056	20072862026330	10/5/2007	12:00:00.000 AM	GAP Third Party	1010100179	63503 OH
984	08/24/07	436428064	20072871340080	10/5/2007	12:00:00.000 AM	GAP Third Party	1010205218	542 AZ
984	08/24/07	436428072	20072871555210	10/5/2007	12:00:00.000 AM	GAP Third Party	1010205330	10711 AZ
984	08/24/07	436						

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION

IN RE:

JOHN A. METZGER, JR.,

Debtor.

AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
FINANCIAL, a foreign corporation,

Plaintiff,

v.

JOHN A. METZGER, JR.,

Defendant.

Case No. 12-30292-dof
Chapter 7
Hon. Daniel Opperman

Adversary Proceeding
Case No. 12-03052-dof

STATEMENT REGARDING CORPORATE OWNERSHIP OF
AMERICREDIT FINANCIAL SERVICES

The following entity directly or indirectly owns 10% or more of any class of the corporation's
equity interest:

AmeriCredit Corp.
801 Cherry St., Suite 3900
Ft. Worth, TX 76102

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: _____

4/11/12



S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
Attorney for Plaintiff
34705 W. Twelve Mile, Ste. 311
Farmington Hills, MI 48331
(248) 553-4333
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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
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IN RE:

JOHN A. METZGER, JR.,

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AMERICREDIT FINANCIAL
SERVICES, INC., d/b/a GM
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Plaintiff,

v.

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Case No. 12-30292-dof
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Hon. Daniel Opperman

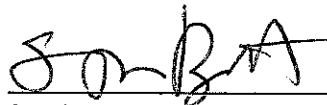
Adversary Proceeding
Case No. 12-03052-dof

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 11, 2012, true and correct copies of Plaintiff's Motion for Summary Judgment, Memorandum of Law, Notice of Filing of Motion, Declaration of Plaintiff, Statement Regarding Corporate Ownership, and proposed Summary Judgment were served upon the following party electronically:

Stephanie Satkowiak, Esquire
7550 S. Saginaw St., Suite 6
Grand Blanc, MI 48439
satkowiaks@gmail.com

Dated: 4/11/12



S. Thomas Padgett (P31748)
DeBrincat, Padgett, Kobliska & Zick
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34705 W. Twelve Mile, Ste. 311
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